

The complaint

Mr P complains that failures by Grove & Dean Ltd ('G&D') – trading as Performance Direct – directly led to his insurer declining a claim.

What happened

Mr P had a motor insurance policy, originally arranged in September 2020 by G&D in its role as insurance broker.

In August 2023, Mr P went on a driving holiday where he covered approximately 5,000 miles in two weeks. After he returned to the UK, he was involved in a minor road accident and made a claim on his policy.

Mr P's insurer told him his policy had an annual mileage restriction of 5,000 miles but he'd driven about 10,000 miles in the policy year to September 2023. It provided this service with underwriting information to show it wouldn't have offered him cover – even at a higher premium – for anything over 8,000 miles per year. It declined the claim because Mr P had exceeded the policy's mileage restriction.

Mr P complained to this service about both his insurer's decision to decline the claim and G&D's actions as his insurance broker. He said G&D promised to email him the policy documents in August 2023 when he couldn't access these documents via G&D's customer portal, but it failed to do this. He says this was the "root cause" of his claim being declined. If it had done so, he says he'd "*have merely either paid a modest admin fee to cover holiday mileage or taken a short-term stand-alone specialist policy....*"

Our investigator didn't uphold the complaint. He found that G&D explained the mileage restriction to Mr P when he took out the policy, and again during a call in 2021. He was also satisfied that the policy booklet included this information.

Mr P didn't accept this, so the complaint was passed to me to make a final decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Before I set out my findings I think it's important to make three points.

First, an ombudsman issued a decision on Mr P's complaint against his insurer so I'm not going to reassess the insurer's actions here. For example, I know Mr P believes the insurer's decision is disproportionate to any error he made, but that's not something I can consider. However, I have referred to the insurer's decision to decline the claim because I think it's relevant to Mr P's complaint against G&D.

Second, I know the insurer's decision to decline the claim has caused Mr P considerable

physical and emotional distress. However, my natural sympathy for him can't influence my decision on the facts of his complaint against G&D.

Third, Mr P has made detailed submissions about why he believes G&D failed him. I'm grateful to him for these and I've looked at everything he's said, but I don't think I need to comment on every point he made to reach the right outcome. I've focused instead on what I think are the key issues.

Having done so, I find:

- Mr P's policy includes a mileage restriction. The policy booklet and policy schedule clearly state this restriction.
- I've listened to three calls between Mr P and G&D.
 - September 2020. G&D's agent told Mr P about the mileage restriction when he took out the policy: *"If you go over the 5,000 miles it would invalidate your insurance policy. Please get in touch if you see yourself getting close to [unclear]."* Mr P confirmed he accepted this.
 - Undated, possibly September 2021. During this call, the agent said: *"And you've set down the mileage at 5,000 so this is a limited mileage. If you feel that you're going to exceed that just give us a call so we can increase it."* Again, Mr P confirmed he accepted this.
 - 8 September 2023. This was a few days after his accident. Mr P asked to increase his annual mileage. G&D's agent quoted him the price for a new policy and Mr P said he'd think about it.
- So I'm satisfied that G&D clearly told Mr P about the mileage restriction and he accepted this.
- I accept that Mr P might not remember these conversations some years later, and he says he was under great stress when the policy renewed in 2022 so he didn't read the policy documents at that time. However, I don't accept that not reading the policy documents is a reasonable excuse for not meeting its terms.
- Mr P says he couldn't access the customer portal to view the policy documents in August 2023 so he called G&S and asked it to email these to him. G&D told us it has no record of this call or Mr P's request to email his documents. It says its records show Mr P successfully registered for the customer portal on 8 August and it emailed the documents when he asked for these following his claim.
- However, I don't think that affects my decision. It's a policyholder's responsibility to ensure they have the correct cover in place. So it was Mr P's responsibility to make sure he was covered before he went on his driving holiday. I think that's particularly important given the significant mileage he expected to cover.
- Mr P highlighted a phone call in 2021 where he says he tried to cancel the policy but G&D *"coerced"* him into continuing. G&D told us it had no record of this. But again, I don't think this affects my decision, for the same reason as above. It's Mr P's responsibility to ensure he's got the right cover. I don't think a 2021 call is relevant to events in August 2023.
- Even if I accepted that G&D failed to send him the policy documents in August 2023, I don't agree with Mr P that this was the root cause of his failure to ensure he was adequately insured.

- Mr P appears to have assumed that he could retrospectively increase his policy mileage for “*a modest admin fee.*” However, I find no evidence G&D ever told him that and I don’t think that’s a reasonable interpretation of the phone calls above (which Mr P told us he couldn’t remember).
- I’m satisfied that G&D told Mr P he needed to contact it if he thought he might exceed his stated mileage. I find no evidence he did this before his driving holiday.

I know Mr P feels very strongly about this and he’ll be disappointed and upset by my decision. However, for the reasons above, I don’t uphold his complaint.

My final decision

My final decision is that I don’t uphold the complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr P to accept or reject my decision before 14 April 2026.

Simon Begley
Ombudsman